

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
Director

SHERYL L. SPILLER
Chief Deputy



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Board of Supervisors
GLORIA MOLINA
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Fifth District

June 9, 2009

18

JUNE 16, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE THE COMMUNITY COLLEGE
CALWORKS PROGRAM CONTRACTS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) requires the services of 13 community college districts for out-of-classroom coordination services to facilitate the expeditious return of necessary education and training verification documents for CalWORKs participants.

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of DPSS to prepare and execute contracts with the 13 community college districts listed in Attachment A, substantially similar to the attached contract (Attachment B) for the Community College CalWORKs Program. The contracts will be effective July 1, 2009 or upon the DPSS Director's approval, whichever is later, through June 30, 2012. Attachment A provides the annual contract cost for the 13 community college districts at \$2.2 million for a three-year cost of \$6.6 million. Funding for these contracts is included in the Fiscal Year (FY) 2009-10 Proposed Budget. Funding for future years will be included in the Department's budget request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contracts for these services expire June 30, 2009. Board approval of the recommendation to continue contracting with the 13 community college districts will facilitate the expeditious return of necessary education and training verification documents for CalWORKs participants. For FY 2007-08, the 13 community college districts reported approximately 4,500 newly enrolled CalWORKs participants.

In 2002, the Governor of California with the Legislature's approval proposed to the community colleges that they obtain matching funds to the State's allocation for the colleges' CalWORKs Coordination Services Program. The community colleges presented a proposal to the County. As a result, on June 26, 2002, the Board instructed the Department to implement an appropriate mechanism to provide matching funds to the 13 community college districts to sustain the colleges' CalWORKs program for FY 2002-03.

On June 7, 2006, the Board delegated authority to the DPSS Director to renew all 13 contracts for three years effective July 1, 2006 through June 30, 2009, funded with CalWORKs Single Allocation at a cost of \$8.4 million or \$2.8 million annually.

On October 7, 2008, due to critical budget constraints faced by the County, the Board approved a total reduction of \$300,000 for FY 2008-09 to the Community College CalWORKs Program contracts effective January 1, 2009. The Board also approved an additional reduction of \$300,000 (from \$2.5 million to \$2.2 million) for FY 2009-10 for all 13 contracts should the Board approve their renewal with the 13 community college districts for three years effective July 1, 2009 through June 30, 2012.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #2 (Children, Family and Adult Well-Being) to enhance economic and social outcomes through integrated, cost effective and client-centered supportive services.

FISCAL IMPACT/FINANCING

For the three-year term of the Community College CalWORKs Program contracts with the 13 community college districts, the cost will be funded through CalWORKs Single Allocation at a cost of \$6.6 million or 2.2 million annually. There is no net County cost impact after the required CalWORKs Maintenance of Effort is met.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized under Government Code Sections 26227 and 31000 and the County's Greater Avenues for Independence program to provide these services.

County Counsel and the Chief Executive Office have reviewed this Board letter and the sample contract has been approved as to form by County Counsel. The 13 community college districts have provided satisfactory services to the County for the past seven years.

The contractors will not be asked to perform services which will exceed the contracts' rates, scope of work and contract term.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The County may terminate the contracts with a 30 calendar day prior written notice.

CONTRACTING PROCESS

The California Department of Social Services Purchase of Service Regulations state that contracts may be negotiated without formal advertising for any service rendered by a local government agency, public university, public college or other public educational institution. Thus, these contracts were not the result of a competitive solicitation but rather procurements by negotiations.

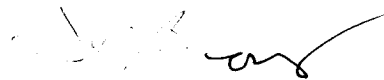
IMPACT ON CURRENT SERVICES

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,



Philip L. Browning
Director

PLB:EK:jb

Attachments

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Community College District (13)	Annual Contract Amount	Total Three-Year Contract Amount
Antelope Valley	\$115,000	\$345,000
Cerritos	\$90,000	\$270,000
Citrus	\$53,000	\$159,000
Compton	\$136,000	\$408,000
El Camino	\$126,000	\$378,000
Glendale	\$191,000	\$573,000
Long Beach	\$205,000	\$615,000
Mt. San Antonio	\$86,000	\$258,000
Pasadena	\$89,000	\$267,000
Rio Hondo	\$55,000	\$165,000
Santa Clarita	\$17,000	\$51,000
Santa Monica	\$64,000	\$192,000
Los Angeles	\$973,000	\$2,919,000
TOTAL	\$2,200,000	\$6,600,000

DEPARTMENT OF PUBLIC SOCIAL SERVICES



**COMMUNITY COLLEGE CALWORKS PROGRAM
CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
_____ CITY COMMUNITY COLLEGE DISTRICT**

PREPARED BY THE BUREAU OF ADMINISTRATIVE SERVICES
CONTRACT MANAGEMENT DIVISION
12900 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411

July 2009

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
_____ COMMUNITY COLLEGE DISTRICT**

This Contract is made and entered into this _____ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as the COUNTY, and the _____ City Community College District hereinafter referred to as the CONTRACTOR. _____ Community College District is located at _____ California _____.

RECITAL

WHEREAS, CONTRACTOR is a public educational institution and is qualified to provide out-of-classroom coordination services to students participating in the CalWORKs programs as set forth hereunder and possesses the skills, experience, personnel, education and competency to provide such services; and

WHEREAS, COUNTY wishes to ensure the continuation of the Community College CalWORKs program and engage the services of a public educational institution with special expertise and experience to administer the program; and

WHEREAS, COUNTY is authorized under *Government Code Sections 26227 and 31000* to contract for such services, including those contemplated herein.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I J, K, L M and N as set forth below, are attached to and form a part of this Contract.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

Attachment A	Statement of Work and Technical Exhibits
Attachment B	CONTRACTOR's Budget
Attachment C	Invitation for Bid/Request for Proposals/Grounds for Rejection
Attachment D	CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
Attachment E	CONTRACTOR's Equal Employment Opportunity (EEO) Certification

Attachment F	Bidder's/Offeror's Nondiscrimination in Services Certification
Attachment G	Monthly Invoice
Attachment H	Quarterly Reconciliation Report
Attachment I	Internal Revenue Service Earned Income Credit Notice
Attachment J	Safely Surrendered Baby Law Notice
Attachment K	Civil Rights Resolution Agreement Requirements
Attachment L	Charitable Contributions Certification Form
Attachment M	Monthly Attendance Report
Attachment N	Contractor Employee Jury Service

3. This Contract and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

2.0 CONSTRUCTION OF TERMS

In constructing the terms of this Contract, the following rules shall apply:

- a. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 3.0 (DEFINITIONS). Plural nouns, and phrases incorporating them, shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 3.0 (DEFINITIONS).
- b. The words, "include," "includes," or "including" whether with initial capitalization or not shall mean, respectively, "include, without limitation," or "includes, without limitation," or including, without limitation."
- c. Any use of the masculine gender shall be constructed to include the feminine, and vice versa.
- d. References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- e. Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.
- f. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

3.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from the Contract Standard, above which the COUNTY will reject a specific service.

3.2 ADULT BASIC EDUCATION

A Welfare-to-Work (W-t-W) activity which gives instruction in reading, writing, arithmetic, high school proficiency or a general education development certificate instruction, and English-as-a-Second Language.

3.3 BOARD OF SUPERVISORS

The Los Angeles County Board of Supervisors, which is the governing body of the County of Los Angeles.

3.4 BUDGET

The document that details the CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.

3.5 BUSINESS DAYS

Business days are Monday through Friday, excluding County holidays.

3.6 CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY TO KIDS (CALWORKS)

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This program consists of two general services, public assistance and Welfare-to-Work.

3.7 CalWORKs PARTICIPANT

An individual who is receiving CalWORKs funds and who COUNTY has determined is eligible to participate in the GAIN Program or the Refugee Employment Program through COUNTY referral via a GAIN referral form GN

6005 or GN 6006..

3.8 CAREER ASSESSMENT

If the full-time employed participant opts for post-employment services, he/she is referred for a Career Assessment before being assigned to any post-employment service activity. The CalWORKs participant's career plan is developed by the vocational assessor and the W-t-W participant using assessment test results and career development information.

3.9 CASE MANAGEMENT SERVICES

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the CalWORKs participant's employability and need for specialized supportive services; tracking and evaluating the CalWORKs participant's attendance and progress in work activities; identifying and authorizing transportation and education/work-related payments; making child care referrals; making a recommendation of cause for failure to participate; referring the CalWORKs participant to community resources for work activities; counseling resolving problems; assisting in accessing community resources; documenting in the physical and electronic case file and completing other required documents.

3.10 COMMUNITY COLLEGE CALWORKS PROGRAM

The program that offers out-of classroom coordination services to assist CalWORKs Participants in completing their educational program (the course of study the CalWORKs Participant is enrolled in) complying with State work participation requirements and acquiring employment.

3.11 CONTRACT

Agreement/Contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A to this Contract.

3.12 CONTRACT MANAGER

The individual designated by CONTRACTOR to administer the Contract operations after the Contract award.

3.13 CONTRACT MANAGEMENT DIVISION

The Department of Public Social Services' Division responsible for the Contract.

3.14 CONTRACT MONITORING PLAN

The plan developed by the COUNTY, specifically for this Contract, to monitor compliance with the Contract.

3.15 CONTRACT START DATE

The date CONTRACTOR begins work in accordance with the terms of the Contract.

3.16 CONTRACTOR

A sole proprietor, partnership, community-based organization, public agency or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Contract's Statement of Work.

3.17 CONTRACT DISCREPANCY REPORT

The report that is used when the performance of CONTRACTOR is unacceptable, and/or when the number of discrepancies found during Contract monitoring exceed the number of discrepancies allowed by the AQL.

3.18 CORE ACTIVITIES

The following components constitute core activities as defined by the State: 1) unsubsidized employment, 2) subsidized private sector employment, 3) subsidized public sector employment, 4) work experience, 5) on-the-job training, 6) grant-based on-the-job training, 7) supported work or transitional employment, 8) work-study, 9) self-employment, 10) community service, 11) vocational education and training (limited to 12 months), and 12) job search and job readiness assistance.

3.19 COUNTY

Los Angeles County Department of Public Social Services.

3.20 COUNTY CONTRACT ADMINISTRATOR (CCA)

Person designated by COUNTY, with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.

3.21 DAY(S)

Calendar day(s) unless otherwise specified.

3.22 DEGREE OF DEVIATION

The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the COUNTY assesses the appropriate remedy, including but not limited to fiscal deductions.

3.23 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

Los Angeles County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

3.24 DEVELOPMENT ACTIVITIES

Those activities necessary for CONTRACTOR to assess, develop and implement coordination services.

3.25 DIRECTOR

The Director of the DPSS, or his/her authorized representative(s).

3.26 DISCLOSE, DISCLOSED OR DISCLOSURE

With respect to Health Information, mean the release, transfer, provision of access to or divulging of in any other manner of Health Information outside CONTRACTOR's internal operations or to other than its employees. "Disclose," "Disclosed" and "Disclosure" mean, with respect to Education Records or Personally Identifiable Information, to permit access to or the release, transfer or other communication of Personally Identifiable Information contained in the CalWORKs Participants education records to any party, by any means, including oral, written or electronic means.

3.27 EFFECTIVE DATE

The date of execution of the Contract by the Los Angeles County Board of Supervisors, or the date specified in the Contract, whichever is later.

3.28 FEDERAL-COUNTABLE ACTIVITIES

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six weeks per FFY), Vocational Training (12 months only) Self-Initiated Program (12 months only), and/or Cal-Learn.

3.29 FISCAL-YEAR

The 12 month period beginning July 1st and ending the following June 30th.

3.30 FULL-TIME

For W-t-W activities purposes, all non-exempt adults enrolled in at least 20 hours per week of Core W-t-W Activities and 12 to 15 hours per week in Core or non-Core W-t-W activities that will aid recipients in obtaining employment.

3.31 FULL-TIME JOB (FOR EMPLOYMENT)

Working at least 32 hours per week for a single head of household and 35 hours per week for a two-parent household, in a job expected to last at least 30 days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

3.32 GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM (GEARS)

GEARS, the acronym for "GAIN Employment Activity and Reporting System" is the automated data management system, used to support the GAIN program in Los Angeles County, designed to track the GAIN participant's employment, education, vocational and training activities; authorize payments; generate reports; maintain inventories of available resources; and provide program monitoring data.

3.33 GAIN SERVICE WORKER (GSW)

The employee of the Department of Public Social Services GAIN Line Operations who directly provides Case Management Services to GAIN

program participants.

3.34 GREATER AVENUES FOR INDEPENDENCE (GAIN)

GAIN is the acronym for “Greater Avenues for Independence” program. County developed the GAIN program as a result of the Welfare-to-Work (W-t-W) legislation. The GAIN program, COUNTY’s W-t-W program, establishes a comprehensive system of services to assist CalWORKs applicants/recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

3.35 MAXIMUM CONTRACT AMOUNT/MAXIMUM CONTRACT SUM

The maximum amount payable each fiscal year during the term of a Contract.

3.36 NON-CORE ACTIVITIES

The following components constitute non-core activities as defined by the State: 1) adult basic education, 2) general education development (GED), 3) English-as-a-Second Language (ESL), 4) job skills training directly related to employment, 5) education directly related to employment, 6) mental health, 7) substance abuse, 8) domestic violence services, 9) vocational education/training beyond the limitation of 12 months, and 10) life skill classes, and 11) other activities necessary to assist the participant in obtaining unsubsidized employment.

3.37 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The document, furnished by COUNTY (Technical Exhibit 6.1) which identifies and summarizes the key performance indicators of this Contract. COUNTY will use the PRS in evaluating CONTRACTOR Performance to assure that the Contract performance standards are met.

3.38 PROGRESS REPORT (GN 6070)

A report of the CalWORKs Participant’s progress and attendance in the education/training program at CONTRACTOR’s site.

3.39 QUALIFIED BILINGUAL EMPLOYEE

An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by CONTRACTOR, and approved by COUNTY, to be proficient in oral and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

3.40 QUALITY CONTROL PROGRAM

All necessary measures taken by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

3.41 REFUGEE EMPLOYMENT PROGRAM (REP)

REP provides case management, employment/training and placement services to refugees residing in the United States for less than 5 years (excluding any Federal waivers) and asylees.

3.42 SELF-INITIATED PROGRAMS (SIP) (GN 6005)

SIP is an education or training program in which a CalWORKs Participant is enrolled prior to the date of their GAIN appraisal appointment.

3.43 SERVICE PROVIDER REFERRAL FORM (GN 6006)

COUNTY form that provides information to CONTRACTOR about the CalWORKs Participant.

3.44 STATEMENT OF WORK (SOW)

The portion of this Contract that describes: 1) Specific requirements for services and deliverables associated with those services; and 2) the relationship that will exist between the COUNTY and CONTRACTOR.

3.45 TASK(S)

Activities to be performed by CONTRACTOR under this Contract including those identified in Attachment A, Statement of Work.

3.46 WELFARE-TO-WORK (W-T-W) ACTIVITIES

A list of allowable welfare-to-work activities to which the CalWORKs Participant may be assigned as specified under the CalWORKs program rules and regulations.

3.47 WELFARE-TO-WORK (W-T-W) PLAN (GN 6014)

A plan developed with the participant based on an assessment of the participant's skills, education and work history. The Plan includes specific activity assignments, the hours of participation, services and time frames for completing the assigned W-t-W activity. Additionally, the Plan is used to guide the CalWORKs Participant into unsubsidized employment. Approved work activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment services and educational/job skills training directly related to employment.

3.48 WELFARE-TO-WORK PLAN: ACTIVITY ASSIGNMENT

A binding agreement between a CalWORKs participant and DPSS, prepared by the GAIN or REP Case Manager and executed when the participant begins a new W-t-W activity, a concurrent activity with an existing activity, or a change is made to an existing activity.

3.49 WORK PARTICIPATION RATE REQUIREMENTS

The number of hours per week a CalWORKs participant is required to

engage in W-t-W activities. Also, the percentage of participants meeting the participation rates as required by federal regulations for states and counties.

3.50 WORK STUDY

Work Study provides CalWORKs participants with paid work while pursuing an educational program (the course of study the CalWORKs Participant is enrolled in). To be eligible for work study, CalWORKs participants must be enrolled in a post-secondary program that participates in a work study program. Work study assignments are available on or off campus and may be with a private business, non-profit agency, or public agency.

3.51 WORK STUDY IN PUBLIC AGENCIES PROGRAM

The Work Study Program in Public Agencies (WSPA) Program allows CalWORKs students enrolled in a community college, at least part-time, to take part in a work study activity for up to 20 hours per week at a participating public agency. Students earn a wage above minimum wage.

4.0 TERM OF CONTRACT

The term of the Contract will commence on July 1, 2009 and shall expire on June 30, 2012 unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5.0 WORK: APPROVAL AND ACCEPTANCE

- 5.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work.
- 5.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.
- 5.3 CONTRACTOR shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, CONTRACTOR shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at www.ladpss.org/dpss/contracts.

6.0 MAXIMUM AMOUNT

For the period July 1, 2009 through June 30, 2012, the Maximum Annual Contract Amount is _____ dollar (\$xxx,xxx) per fiscal year for a total of _____ dollars (\$xxx,xxx), hereinafter referred to as the Maximum Contract Amount. The COUNTY shall not be liable in any event for payment in excess of this

Maximum Contract Amount.

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75% of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Management Division/ Section III
Attn: Janet Betton, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY, other than those specified in this Contract, the same will be deemed a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim against the COUNTY.

7.0 INVOICES AND PAYMENT

- 7.1. For the period July 1, 2009 through June 30, 2012, the COUNTY shall pay the CONTRACTOR for the services provided under this Contract for actual costs incurred by CONTRACTOR in accordance with Attachment B, *CONTRACTOR's Budget*. The CONTRACTOR's compensation shall be subject to the limits set forth in the provisions of Section 6.0, Maximum Amount. CONTRACTOR shall not exceed each fiscal year's Maximum Annual Contract Amount of \$xxx,xxx and shall not roll-over unspent money should the Contract be amended to extend the term. The Maximum Contract Amount of this Contract shall not exceed \$xxx,xxx as reflected in Attachment B.
- 7.2. Payment to CONTRACTOR will be made monthly in arrears provided that CONTRACTOR is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due. Costs are to be reconciled to the actual cost quarterly as stated in Subparagraph 9.0 hereunder (see Attachment H for format).
- 7.3. CONTRACTOR shall prepare and submit the monthly invoice (see Attachment G for format), each in an original and 1 copy, to the CCA on a monthly basis. The monthly invoices are due by the 15th after the end of the month in which services were provided, or payment may be delayed. CONTRACTOR is formally informed that the COUNTY shall not be liable for billings submitted 1 year after the date services were rendered. Attached to each invoice shall be the Monthly Management Report (MMR) (Attachment A, Statement of Work, Technical Exhibit 5.2) and documentation to support the invoiced amounts. This documentation shall include, but not be limited to, those items as specified in the MMR.

Payment to CONTRACTOR shall be only upon written approval of the invoice by CCA or his/her designated representative. CONTRACTOR shall submit the invoice to the CCA at:

Department of Public Social Services
Contract Management Division/Section III
Attn: Janet Betton, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

- 7.4. COUNTY shall review and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's monthly invoice. COUNTY will make a reasonable effort to effect payment to CONTRACTOR within 30 days from receipt of an invoice which is accurate as to form and content.
- 7.5. CONTRACTOR shall invoice and COUNTY shall authorize payment only for costs incurred during the invoice month. For invoicing purposes, CONTRACTOR shall clearly identify such costs as for the "Community College CalWORKs Program."
- 7.6. CONTRACTOR shall reconcile their monthly invoice on a quarterly basis using the Quarterly Reconciliation Report (see Attachment H, Quarterly Reconciliation Report) for the recently completed quarter and submit to COUNTY the following month (e.g., reconciliation of invoices submitted for July 2009 through September 2009, due October 30, 2009), supported by detailed (line item) documentation in accordance with Attachment B, Contractor's Budget:
 - 7.6.1 Administrative and support services costs shall be separately identified.
 - 7.6.2 Personnel costs shall be itemized by pay classification.
 - 7.6.3 One-time only costs shall be clearly identified.
 - 7.6.4 Any prorated costs shall be clearly identified.
- 7.7. CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each of the major cost categories listed in Attachment B, Contractor's Budget and Employee Benefits, to a maximum of 15% of each part, not to exceed the total Contract amount. Reallocation of funds by CONTRACTOR by more than 15% between the major cost categories requires written approval of the Director.

- 7.8. If the Quarterly Reconciliation Report finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against future payments hereunder to CONTRACTOR. In no event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.
- 7.9. Quarterly Reconciliation Report will be due by the 30th of each month. Reconciliation reports not filed will cause an immediate payment suspension of all invoices received after the quarterly reconciliation date.
- 7.10. COUNTY may delay the last payment due hereunder until 6 months after the termination of the Contract. CONTRACTOR shall be liable for payment on 30 days written notice of any offset authorized by the Contract which has not been deducted from any payment made by the COUNTY to CONTRACTOR.
- 7.11. As this Contract is awarded to a public educational institution, the Contract payment will be subject to actual cost contract requirements and is based on actual costs incurred by CONTRACTOR in administering the Contract.
- 7.12. Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of CONTRACTOR's performance, under the Contract, except for any claims specifically described in detail in such release.
- 7.13. CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 7.14. COUNTY shall have no requirement for payment other than as set forth in this Contract.

8.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

8.1. COUNTY's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- Informing CONTRACTOR of the name, address, telephone number and e-mail address of the CCA, in writing, at the time the Contract is awarded, and at anytime thereafter a change of CCA is made.

The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

9.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

9.1 CONTRACTOR

CONTRACTOR is required to submit annually the documentation of its legal identity to the CCA.

9.2 CONTRACTOR's Contract Manager

9.2.1 CONTRACTOR shall provide a Contract Manager who is an employee of CONTRACTOR and acts as the primary liaison with DPSS. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Contract Manager.

9.2.2 CONTRACTOR's Contract Manager shall be responsible for the coordination of all the administrative functions, completion of tasks and services as related to this contract and shall coordinate with CCA on a regular basis.

9.2.3 CONTRACTOR's Contract Manager shall be responsible for the overall management of all the tasks and services related to this Contract, and shall work with COUNTY management on program strategy, direction, changes, and budget issues;

- 9.2.4 CONTRACTOR'S Contract Manager shall be available to respond to the COUNTY's verbal inquiries within 24 hours, with the exception of COUNTY and scheduled CONTRACTOR holidays
- 9.2.5 CONTRACTOR's Contract Manager must be able to read, write, speak and understand English fluently.

9.3 Approval of CONTRACTOR's Staff

CONTRACTOR shall have the sole right and discretion to hire, discipline suspend or discharge its employees/workers. COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work pursuant to this Contract as well as any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Contract Manager.

9.4 Other CONTRACTOR Personnel

CONTRACTOR shall provide all necessary supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

9.5 Background and Security Investigations

- 9.5.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR's staff passes or fails the background clearance investigation.
- 9.5.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR nor to Contractor's staff any information obtained through the COUNTY conducted background clearance.
- 9.5.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of COUNTY, whose background or conduct is incompatible with COUNTY facility access.
- 9.5.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 9.5, shall not relieve CONTRACTOR of its obligation to

complete all work in accordance with the terms and conditions of this Contract.

10.0 FURTHER TERMS AND CONDITIONS

10.1 Assignment And Delegation

- 10.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the COUNTY. Any unapproved assignment or delegation shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 10.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 10.1.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedy against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

10.2 Authorization Warranty

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to

provide such actual authority.

10.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the Services provided by CONTRACTOR under this Contract shall be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth above, CONTRACTOR shall continue to provide all of the Services set forth in the Contract.

10.4 Caption Headings

This Contract contains a Table of Contents with pagination. In addition, each section and certain subsections of this contract have been supplied with captions. Also, each page, including Attachments, contains page numbers. The Table of Contents with pagination, the captions, and the page numbers serve only as guides to the contents and do not control the meaning of any section or subsection or in any way determine this Contract's interpretation or meaning.

10.5 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. Part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which

COUNTY may immediately terminate or suspend this Contract.

10.6 Change of Address

Either party can designate a new address by giving 10 days prior written notice to the other party as referenced in Subsection 10.42.3 and 10.42.4.

10.7 Changes and Amendment of Terms

COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 10.7.1 COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the County Contract Administrator (CCA) and CONTRACTOR's Contract Manager.
- 10.7.2 For any revision, which materially affects the scope of work, or any term or condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and CONTRACTOR.
- 10.7.3 The DPSS Director may prepare and sign amendments to the Contract, that do not materially effect the scope of the Contract, without further action by the County Board of Supervisors under the following conditions:
 - 10.7.3.1 Amendments shall be in compliance with applicable Federal, State and County regulations;
 - 10.7.3.2 The amendment is for a decrease in the Contract costs;
 - 10.7.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget;
 - 10.7.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this Contract; and
 - 10.7.3.5 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Officer within 15 days after execution of each amendment.

10.7.4 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of DPSS, or designee.

10.8 Child/Elder Abuse/Fraud Reporting

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to COUNTY.

10.9 Collective Bargaining Contract

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), CONTRACTOR agrees to provide to COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under this Contract.

10.10 Complaints

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within 15 business days after the Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.10.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 10.10.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within 5 business days.
- 10.10.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.
- 10.10.4 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within 5 business days of receiving the complaint.
- 10.10.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.10.6 Copies of all written responses shall be sent to the CCA within 3 business days of mailing to the complainant.

10.11 Completion of Contract

Prior to the expiration of this Contract, CONTRACTOR shall allow COUNTY or the newly selected CONTRACTOR, a minimum of 60 calendar days transition period, to ensure the orderly transition of CONTRACTOR's services to COUNTY or the newly selected CONTRACTOR without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to 100 percent of the last 2 months' payments owed to CONTRACTOR.

10.12 Compliance with Applicable Laws

- 10.12.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental protection Agency regulation (40 CFR Part 15).

- 10.12.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, or failure to maintain required, licenses or permits, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 10.12 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and COUNTY expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 10.12.3 CONTRACTOR shall maintain all licenses required to perform the Contract.
- 10.12.4 CONTRACTOR shall indemnify and hold COUNTY, its Special Districts, Agents, elected and appointed officers, and employees, harmless from any loss, damage, liability, cost, and expense, including, but not limited to defense costs and attorneys fees arising from, or related to, any violation on the part of CONTRACTOR, or its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses, permits, rights, conflict of interest, wages and hour, and non-discrimination.

10.13 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook are incorporated herein by reference and available at www.ladpss.org/dpss/contracts. CONTRACTOR shall comply with the

requirements set forth in the Contract Accounting and Administration Handbook.

10.14 Compliance with Civil Rights Laws

The CONTRACTOR shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Non-Discrimination in Service Statement" and "Contractor's EEO Certification."

In addition, CONTRACTOR shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated Federal and State requirements that must be adhered to by DPSS, its CONTRACTORS and Sub-contractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Effectively identifying the CalWORKs Participant's designated/preferred language. This can be accomplished by using the DPSS *Language Designation* form (PA 481) or similar form the CONTRACTORS already have in place. (Note: Similar forms that the CONTRACTORS use must be forwarded to DPSS for clearance).
- Ensuring that notices sent to CalWORKs Participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all CalWORKs participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to CalWORKs Participants, and documenting in the records whether language services and ADA accommodations were provided;

- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

10.15 Compliance with the COUNTY's Jury Service Program

10.15.1 Jury Service Program

This Contract is subject to the provisions of COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (County Code) which is attached as Attachment N and incorporated by reference and made part of this Contract.

10.15.2 Written Employee Jury Service Policy

10.15.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

10.15.2.2 For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the COUNTY or a subcontract with a Los Angeles County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a

recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

10.15.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the subcontract.

10.15.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

10.15.2.5 CONTRACTOR's violation of this Subsection 10.15.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

10.16 Compliance with Wage and Hour Laws/Fair Labor Standards Act

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify,

defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

10.17 Confidentiality

- 10.17.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 10.17.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 10.17, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 10.17 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 10.17.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract

- 10.17.4 CONTRACTOR shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Attachment D.
- 10.17.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement,” Attachment D
- 10.17.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement,” Attachment D.

10.18 Conflict of Interest

- 10.18.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY’s approval or ongoing evaluation of such work.
- 10.18.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection shall be a material breach of Contract.

10.19 Consideration of Hiring COUNTY Employees Targeted For Layoff

Should CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during

the life of this Contract.

10.20 Consideration of Hiring Greater Avenues For Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment

10.20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to CalWORKs participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

NOTE: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

10.21 CONTRACTOR's Acknowledgement of COUNTY's Commitment to The Safely Surrendered Baby Law

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster as set forth in Attachment J of this Contract, in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. DPSS will supply CONTRACTOR with the poster to be used.

10.22 CONTRACTOR's Charitable Activities Compliance

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification, Contract Attachment L, Charitable Contribution Certificate, COUNTY seeks to ensure that all Los Angeles County contractors which receive or raise charitable contributions comply with the California law in order to protect COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or

debarment proceedings or both. (County Code Chapter 2.202)

10.23 CONTRACTOR's Responsibility And Debarment

10.23.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible contractors.

10.23.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts CONTRACTOR may have with the COUNTY.

10.23.3 Non-responsible CONTRACTOR

COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

10.23.4 Contractor Hearing Board

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment

hearing before Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.23.5 Review of Debarment Determination

If a Contractor has been debarred for a period longer than 5 years, that Contractor may, after the debarment has been in effect for at least 5 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) a Contractor has been debarred for a period longer than 5 years; (2) the debarment has been in effect for at least 5 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

10.23.6 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of Los Angeles County contractors.

10.24 **CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program**

10.24.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

10.24.2 As required by the Los Angeles County Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

10.25 **COUNTY's Quality Assurance Plan**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and

conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

10.26 Disclosure of Information/Publicity

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit CONTRACTOR from publicizing its role under the Contract within the following conditions:

10.26.1 CONTRACTOR shall develop all publicity material in a professional manner.

10.26.2 During the course of performance on this Contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

10.26.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 10.26 shall apply.

10.27 Disputes

Any disputes between the COUNTY and CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

10.28 Employee Safety

CONTRACTOR will assure that CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

10.29 Employment Eligibility Verification

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

10.30 Fiscal Accountability

10.30.1 Fiscal Policies/Procedures

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

10.30.2 Accounting

CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR should maintain its accounting system on an accrual basis.

10.30.3 Commingling of Funds

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of CONTRACTOR.

10.30.4 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as it pertains to performing contractual services), as defined in appropriate services provisions and regulations, the COUNTY reserves the right to withhold 10% of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

10.30.5 Disallowed Costs

Provided Federal or State program and funding laws and regulations do not prohibit, CONTRACTOR shall use all contract funds for the benefit of the Community College CalWORKs program. In addition, the CONTRACTOR shall expend funds on reasonable and allowable expenditures in providing the necessary Community College CalWORKs program services as specified in this contract. The COUNTY may withhold payments if CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract that CONTRACTOR has with the COUNTY. The COUNTY shall require CONTRACTOR to pay and CONTRACTOR agrees to pay the full amount of CONTRACTOR liability to the COUNTY or the State for such audit exceptions as were caused by CONTRACTOR, upon demand by the COUNTY. The COUNTY shall notify the CONTRACTOR of any disallowed costs.

10.31 **Force Majeure**

In the event that performance by either party is rendered impossible

(permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above, or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

10.32 Governing Law, Jurisdiction and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

10.33 Government Observations

CONTRACTOR shall permit all authorized Federal, State, County and/or research personnel, in addition to DPSS staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

10.34 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents

from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

10.35 Independent CONTRACTOR Status

This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of the COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

CONTRACTOR shall adhere to the provisions stated in Subsection 10.17 Confidentiality.

10.36 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

10.36.1 Evidence of Coverage and Notice to COUNTY

A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Contract Management Division/Section III
Attention: Janet Betton, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR.

CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

10.36.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the required insurance provisions herein.

10.36.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than 30 days advance written notice by mail of any cancellation of the Required Insurance. 10 days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

10.36.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

10.36.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless

otherwise approved by COUNTY.

10.36.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

10.36.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

10.36.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall require that each subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any subcontractor request for modification of the required insurance.

10.36.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10.36.10 Claims Made Coverage

If any part of the required insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than 3 years following Contract expiration, termination or cancellation.

10.36.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the required insurance provisions.

10.36.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10.36.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

10.36.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the required insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

10.37 INSURANCE COVERAGES

10.37.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2million

Products/Completed Operations Aggregate:	\$1million
Personal and Advertising Injury:	\$1million
Each Occurrence:	\$1million

10.37.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

10.37.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

10.37.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

10.37.5 Professional Liability / Errors and Omissions

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a

period of not less than 3 years following this Agreement's expiration, termination or cancellation.

10.38 Liquidated Damages

- 10.38.1 If, in the judgment of the Director or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 10.38.2 If the Director or his/her designee, determines that there are deficiencies in the performance of this CONTRACTOR that the Director, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Director, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director, or his/her designee, may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this Contract, the Statement of Work and Statement of Work, Technical Exhibit 5.1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving 5 days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will

be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

- 10.38.3 The action noted in Subsection 10.38.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY. cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 10.38.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 10.38.2, and shall not, in any manner, restrict or limit the COUNTY.'s right to terminate this Contract as agreed to herein

10.39 Most Favored Public Entity

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

10.40 Nondiscrimination and Affirmative Action

- 10.40.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, gender, sexual orientation or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 10.40.2 CONTRACTOR shall certify to and comply with the provisions of Contract Attachment E, CONTRACTOR's EEO Certification.
- 10.40.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, gender, sexual orientation or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 10.40.4 CONTRACTOR certifies and agrees that it will deal with its sub-contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, gender, sexual orientation, or political affiliation.
- 10.40.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, gender, sexual orientation, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 10.40.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 10.40 when so requested by the COUNTY.
- 10.40.7 If COUNTY finds that any of provisions of Section 10.40 have been violated, such violation shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 10.40.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of \$500.00 pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.
- 10.40.9 CONTRACTOR is required to comply with Executive Order 11246, entitled "Equal Employment Opportunities" as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60)

10.41 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

10.42 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless expressly stated otherwise in the Contract, and accomplished by e-mail, facsimile, hand-delivery with signed receipt, or mailing by First Class Registered or Certified mail to the address listed in Contract Section 10.42.4 as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the COUNTY under this Contract.

10.42.1 Notice of Delays

Except as otherwise provided in this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within 1 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

10.42.2 Notice of Meetings

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give 5 business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the COUNTY, as needed, with follow-up written notice 5 business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both CONTRACTOR and the COUNTY.

10.42.3 Notices to the CONTRACTOR

Any such notice mailed by COUNTY to CONTRACTOR shall be addressed to CONTRACTOR at its place of business.

10.42.4 Notices to the COUNTY

Any and all notices mailed by CONTRACTOR to COUNTY shall

be addressed to:

Department of Public Social Services
Contract Management Division/Section III
Attn: Janet Betton, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

10.42.5 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

10.42.6 Termination Notices

In the event of suspension or termination of the Contract by COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for CONTRACTOR.

10.43 Notice To Employees Regarding The Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment I, Internal Revenue Service Notice 1015.

10.44 Ownership Of Data/Materials/Equipment/Software

10.44.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all, software, software documentation, software tools, techniques, plans, reports, data, diagrams, facilities, and information (hereinafter referred to as "materials") which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

10.44.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this

Contract.

- 10.44.3 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

10.45 Performance Requirements

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 5.1, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section 10.57, Termination for CONTRACTOR's Default. This Section 10.45 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience per Section 10.56.

10.46 Prohibition Against Inducement or Persuasion

Notwithstanding the above, CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of 1 year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

10.47 Proprietary Rights

- 10.47.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and 5 years subsequent to the term of this Contract, CONTRACTOR shall maintain and provide security for said working papers and COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 10.47.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and at least 5 years subsequent to the term of this Contract, CONTRACTOR shall maintain and provide security for said working papers. COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 10.47.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."
- 10.47.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 10.47.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of CONTRACTOR.
- 10.47.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 10.47.4 for:
- 10.47.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 10.47.3;
- 10.47.5.2 Any materials, data and information covered under Subsection 10.47.2; and

10.47.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

- 10.47.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 10.47.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 10.47.8 The provisions of Subsections 10.47.5, 10.47.6, and 10.47.7 shall survive the expiration or termination of this Contract.
- 10.47.9 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for or by reason of any actual or alleged infringement of any third party's patent or copyright or other proprietary rights, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.
- 10.47.10 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:
- 10.47.10.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product;
or

- 10.47.10.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
- 10.47.10.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 10.47.11 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

10.48 Public Records Act

- 10.48.1 Any documents submitted by CONTRACTOR and all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books and accounting records pursuant to Section 10.49 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.
- 10.48.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

10.49 Records Retention and Inspection/Audit Settlement

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that the COUNTY, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no

advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to the COUNTY, State or Federal authorities during the term of this Contract and for a period of 5 years thereafter. The COUNTY may require specific records be retained longer than 5 years when there is outstanding litigation, unresolved disputes or any audit. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's sole option, CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to exercise its rights under this Section.

- 10.49.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 10.49.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 10.49 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 10.49.3 If at any time during the term of this Contract or within 5 years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the Maximum Contract Amount.

10.50 Recycled Bond Paper

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

10.51 Removal of Unsatisfactory Personnel

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers subject to the approval of COUNTY as described in Section 9.3. The COUNTY shall have the right, at its sole discretion, to require CONTRACTOR remove any CONTRACTOR employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

10.52 Rules and Regulations

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director, or designee, shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director, or designee, that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue Services hereunder.

10.53 Shred Confidential Documents

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 10.49 of this Contract are to be maintained during the term of this Contract

and for a period of 5 years thereafter or longer if required by law.

10.54 Subcontracting

- 10.54.1 The requirements of this Contract may not be subcontracted by CONTRACTOR without the advance approval of the COUNTY. Any attempt by CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 10.54.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the COUNTY.
- 10.54.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 10.54.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of CONTRACTOR's proposed subcontract.
- 10.54.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 10.54.6 The COUNTY's Contract Administrator is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. Upon approval by COUNTY, CONTRACTOR shall forward a fully executed subcontract to COUNTY.
- 10.54.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

- 10.54.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any Subcontractor employee may perform any work hereunder.

Department of Public Social Services
Contract Management Division/Section III
Attn: Janet Betton, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

- 10.54.9 In the event that the COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles.

10.55 Termination For Breach Of Warranty To Maintain Compliance With COUNTY's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 10.24, CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 days of written notice by COUNTY shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 10.57, Termination for Default of CONTRACTOR pursuant to County Code Chapter 2.202.

10.56 Termination for Convenience

- 10.56.1 This Contract, in whole or in part, may be terminated by the COUNTY, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of 30 calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 10.56.2 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- 10.56.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 10.56.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 10.56.3 All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Contract, shall be maintained by CONTRACTOR in accordance with the provisions of Section 10.49, Records Retention and Inspection/Audit Settlement, of this Contract.

10.57 Termination for Default

- 10.57.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY:
 - 10.57.1.1 CONTRACTOR has materially breached this Contract;
 - 10.57.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or
 - 10.57.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within 5 working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 10.57.2 In the event the COUNTY terminates this Contract in whole or in part as provided in Subsection 10.57.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 10.57.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of

the type identified in Subsection 10.57.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Section 10.57, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 10.57.4 If, after the COUNTY has given notice of termination under the provisions of this Section 10.57, it is determined by the COUNTY that CONTRACTOR was not in default under the provisions of this Section 10.57 or that the default was excusable under the provisions of Subsection 10.57.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 10.56, Termination For Convenience.
- 10.57.5 The rights and remedies of the COUNTY provided in this Section 10.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.58 Termination for Improper Consideration

- 10.58.1 The COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

10.58.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the Los Angeles County Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

10.58.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

10.59 Termination for Insolvency

10.59.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for CONTRACTOR; or
- d. The execution by CONTRACTOR of a general assignment for the benefit of creditors.

10.59.2 The rights and remedies of the COUNTY provided in this Section 10.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.60 Termination for Non-Adherence of County Lobbyist Ordinance

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately

terminate or suspend this Contract.

10.61 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

10.62 Timely Completion

Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

10.63 Transitional Job Opportunities Preference Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 10.63.1 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 10.63.2 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 10.63.3 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- 10.63.3.1. Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the contract had been properly awarded
- 10.63.3.2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and
- 10.63.3.3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

10.64 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

10.65 Verbal Discussions

The Contract Manager, or Back-up Contract Manager designated in writing to act in CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within 24 hours of said inquiry, with the exception of COUNTY and scheduled CONTRACTOR holidays

10.66 Waiver

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract".

10.67 Warranty

CONTRACTOR warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, CONTRACTOR warrants that all such Services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such Services are performed.

CONTRACTOR shall, within 24 hours after oral or written notice from the COUNTY with the exception of COUNTY and scheduled CONTRACTOR holidays correct any and all defects, deficiencies, errors or omissions in Services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

10.68 Warranty Against Fees

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, recover the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of _____ day of _____ 2009. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

_____ **COMMUNITY COLLEGE DISTRICT**

By _____
Name:
Title:
Address:

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

APPROVED AS TO FORM:

ROBERT KALUNIAN, ACTING COUNTY COUNSEL

By _____
Janice Kasai, Deputy County Counsel

ATTACHMENTS

A. STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK
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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health,

educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work

together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

- ✓ The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 2.0 COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials and other items or services necessary to provide coordination services for COUNTY referred CalWORKs Participants. CONTRACTOR must perform to the standards in Technical Exhibit 5.1, Performance Requirements Summary, hereunder.

1.1.1 COUNTY shall refer CalWORKs Participants to the CONTRACTOR for services provided as specified in Section 4.0, Specific Tasks.

1.1.2 CONTRACTOR shall provide all necessary reports.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

1.2.1.1 COUNTY will designate 1 person who will act as the CCA for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

1.2.1.2 Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract using the quality assurance procedures established in Technical Exhibit 5.1, Performance Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Contract.

1.2.1.3 Negotiate with the CONTRACTOR on changes in service requirements pursuant to this Contract, Section 10.0, Further Terms and Conditions, Changes and Amendments of Terms, Subsection 10.7.

1.2.1.4 Ensure that technical standards and requirements of this Contract are met, and evaluate the CONTRACTOR's performance under this Contract.

1.3 KEY CONTRACTOR PERSONNEL

CONTRACTOR shall provide staff who have the necessary professional background, experience and expertise to provide the services required in this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Staff shall be hired according to minimum qualifications set forth in the California Community College District Education Code and the Los Angeles Community College District Personnel Commission, where applicable.

CONTRACTOR shall recruit and maintain sufficient staff for ongoing provision of services. CONTRACTOR shall ensure it is able to meet the needs of our non-English speaking participants, including participants that are hearing impaired.

1.3.1 Contract Manager

CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

- 1.3.1.1 Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.2 Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY and scheduled CONTRACTOR holidays.
- 1.3.1.3 Be able to read, write, speak, and understand English fluently.

1.3.2 CONTRACTOR shall provide a Contract Manager who is qualified to ensure all qualified professionals and clerical personnel, including bilingual staff, complete the required tasks of this Contract.

1.4 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control

Plan (QCP) to assure the COUNTY a consistently high level of service throughout the term of this Contract. The QCP which is subject to approval or rejection by COUNTY shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within 10 business days of CCA's request. The QCP shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under this Contract have the necessary college degrees/licenses and qualifying experience;
- 1.4.2 Method and frequency of monitoring to ensure that Contract requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 Method of record retention of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or Subcontractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes
- 1.4.7 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Contract;
- 1.4.8 Method for surveying participants on a regular basis to obtain feedback on services; and
- 1.4.9 Monitoring methods to be used, such as:
 - 1.4.9.1 Random sampling;
 - 1.4.9.2 100% review;
 - 1.4.9.3 CalWORKs Participant complaints;
 - 1.4.9.4 CalWORKs Participant surveys; and/or
 - 1.4.9.5 Information, reports or data that may be provided by COUNTY.

1.5 HOURS OF OPERATION

CONTRACTOR shall be available to provide services to COUNTY Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding COUNTY and established and scheduled CONTRACTOR holidays. At the beginning of each school year, CONTRACTOR shall provide the CCA with a schedule of all days that the CONTRACTOR shall not be in session including established CONTRACTOR holidays.

2.0 COUNTY FURNISHED ITEMS

2.1 MATERIALS

COUNTY shall provide:

- 2.1.1 DPSS Operations Handbook, Section 21, Civil Rights Program;
- 2.1.2 A supply of Civil Rights Complaint forms, PA 607, for use by CONTRACTOR's staff in reporting civil rights complaints;
- 2.1.3 A list of the COUNTY - observed holidays;
- 2.1.4 Cultural Awareness training;
- 2.1.5 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 PERSONNEL

- 3.1.1 CONTRACTOR will provide all qualified professional and clerical personnel, including bilingual staff, necessary to complete the required tasks of this Contract.

3.2 MATERIALS

- 3.2.1 CONTRACTOR will provide updated lists of all sites to be used, including any extension site as part of the Monthly Management Report (MMR) (see Technical Exhibit 5.2).
- 3.2.2 CONTRACTOR shall post in CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity

(EEO) and State-approved Nondiscrimination In Services notices. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

3.3 FACILITIES

3.3.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

3.4 TRAINING

3.4.1 CONTRACTOR shall provide training in all aspects of services provided in this Contract.

3.4.2 CONTRACTOR shall provide training on child abuse/elder abuse, cultural awareness and civil rights for all CONTRACTOR staff. CONTRACTOR shall utilize COUNTY provided written material and/or videos when available.

3.5 CIVIL RIGHTS COMPLAINTS PROCEDURES

In addition to complying with Section 10.14 of the Contract, Compliance with Civil Rights Laws, CONTRACTOR shall comply with the Civil Rights requirements as directed by DPSS, which includes but is not limited to the following:

3.5.1 CONTRACTOR must provide and assist CalWORKs Participants with completing a PA 607 Complaint of Discriminatory Treatment in the participant's primary language.

3.5.2 CONTRACTOR must maintain a log of Civil Rights complaints

3.5.3 Contractor Contract Manager (CCM) will act as the Civil Rights Liaison (CRL) between the CONTRACTOR and the CCA and DPSS' Civil Rights Section (CRS)

3.5.4 The CCM/CRLs must forward all PA 607s to the CCA within 2 business days.

3.5.5 CCM/CRLs should not attempt to investigate Civil Rights complaints.

Investigations are handled by CRS.

3.6 SECURITY FOR GEARS EQUIPMENT (IF APPLICABLE)

If CONTRACTOR is utilizing the GEARS system, CONTRACTOR shall provide all security measures to ensure that the GEARS computer equipment is secured and maintained.

- 3.6.1 COUNTY will be responsible for locking down the hardware equipment. CONTRACTOR shall meet any additional security measures as required by COUNTY and these security measures must be approved by COUNTY's Information Technology Division (ITD) staff.
- 3.6.2 If CONTRACTOR requires changes in a GEARS terminal, CONTRACTOR shall provide a minimum of sixty 60 days prior written notice to COUNTY, obtain COUNTY approval, pay for all expenses of COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY-provided computer equipment. CONTRACTOR shall safeguard the integrity of all COUNTY systems by ensuring that all CONTRACTOR employees abide by COUNTY's User policies and Employee Acknowledgment and Confidentiality Agreements. CONTRACTOR shall follow COUNTY policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance. At a minimum, CONTRACTOR must ensure that all CONTRACTOR staff no longer working under this contract shall have their computer accounts deleted.
- 3.6.3 CONTRACTOR must maintain the security and integrity of the GEARS computer systems by having up-to-date GEARS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

4.0 SPECIFIC TASKS

4.1 DEVELOPMENT ACTIVITIES

- 4.1.1 CONTRACTOR shall recruit and maintain sufficient staff for ongoing provision of services. CONTRACTOR shall ensure it is able to meet the needs of our non-English speaking CalWORKs Participants, including CalWORKs Participants that are hearing impaired.
- 4.1.2 CONTRACTOR shall ensure that hired staff shows interest in the vision of CalWORKs, have the language/reading proficiencies and no

disqualifying criminal record, as defined by COUNTY hiring guidelines for candidates with criminal convictions.

4.1.3 CONTRACTOR shall ensure that staff receives the training listed below prior to providing Community College CalWORKs coordination services. The training shall include, but is not limited to the following:

4.1.3.1 Introduction to the GAIN program including; program components, program flow, CalWORKs participant requirements and program goals.

4.1.3.2 Cultural Awareness training.

4.1.3.3 Child/Elder abuse awareness and reporting training.

4.1.4 CONTRACTOR shall make effort for the provision of childcare services while meeting with CalWORKs Participants.

4.2 DIRECT SERVICES REQUIREMENTS

CONTRACTOR shall provide services under this Contract only to CalWORKs Participants referred by the Los Angeles County GAIN Program or REP Program with a GN 6006, GN 6005 or other referral form approved by the COUNTY.

4.2.1 CONTRACTOR shall conduct a comprehensive intake process, which may take more than one scheduled appointment, for each referred CalWORKs Participant which does not duplicate COUNTY operations. The following elements shall be addressed by the CONTRACTOR as it relates to the CalWORKs Participants

4.2.1.1 A personal interview and history-taking.

4.2.1.2 Placement testing of needs for basic skills and remediation.

4.2.1.3 Referral to college career counseling office as needed.

4.2.2 CONTRACTOR shall assess/evaluate existing vocational information to ensure that appropriate instructional services are provided to CalWORKs Participants and that services are not being duplicated.

4.2.3 CONTRACTOR shall ensure that the services provided match, to the extent possible, the CalWORKs Participant's employment goal. If the W-t-W employment plan (GN 6014) is not provided at time of enrollment, CONTRACTOR will make every effort to contact the COUNTY to request the information and document the effort in the

case folder.

- 4.2.4 CONTRACTOR shall consider the cultural and linguistic background of the CalWORKs Participant in selecting and administering the Program to CalWORKs Participants.
- 4.2.5 Upon confirmation of the CalWORKs Participant's orientation appointment with the CONTRACTOR's staff assigned to this contract, a file folder will be created for each CalWORKs Participant. The file folder shall contain the CalWORKs Participant's intake information and critical documents/information such as previous evaluations, assessments or referral for supportive services. In addition, the file folder shall contain a chronological record of all contact with the CalWORKs Participant and DPSS staff.
- 4.2.6 CONTRACTOR shall notify the COUNTY within 7 workdays if the CalWORKs Participant does not show for the orientation appointment scheduled by the GAIN Service Worker (GSW)
- 4.2.7 The CONTRACTOR shall ensure that requests for extensions are submitted for GSW approval one month prior to the Expected Course Completion date as indicated on page two of the GAIN referral form (GN6005/6006).
- 4.2.8 CONTRACTOR shall ensure the return of all necessary paperwork to GSWs and DPSS staff within the time frame requested (e.g. GN 6006 returned to GSW within 8 workdays of the CalWORKs Participant being enrolled at CONTRACTOR's site).
- 4.2.9 CONTRACTOR shall ensure the proper completion and return of the CalWORKs Participant's Progress Report by using the standards of progress and attendance established by each CONTRACTOR's site (GN 6070).
- 4.2.10 CONTRACTOR shall communicate with the COUNTY on issues related to but not limited to the CalWORKs Participant's: child care, transportation, ancillary expenses and learning disabilities
- 4.2.11 CONTRACTOR shall notify the COUNTY if a CalWORKs Participant has been absent from school for more than (fill in blank) consecutive school days.
- 4.2.12 CONTRACTOR shall maintain written policies relating to the Program, provide copies and updates upon CCA's request and ensure the CalWORKs program includes:

4.2.12.1 An intention to work with DPSS on employer-based education/training programs; and

4.2.12.2 Programs that reflect partnership/collaboration with local Workforce Investment Boards, One-stop center, Department of Labor grantee agencies.

4.2.13 CONTRACTOR shall properly complete the Monthly Attendance Report (GN6365), see Attachment M, by verifying college and educational enrollment of all COUNTY referred CalWORKs Participant's on a monthly basis.

4.2.14 CONTRACTOR shall assist COUNTY with providing necessary verification and documentation of enrollment in conjunction with CalWORKs participation hours reported via the GN 6365 for COUNTY referred CalWORKs Participants whose cases have been randomly selected for Federal/State audits.

4.3 OPERATIONAL SUPPORT

4.3.1 CONTRACTOR shall provide comprehensive financial services. Such services shall include, but are not limited to, the following:

- 4.3.1.1 Maintenance of CONTRACTOR's financial records
- 4.3.1.2 Submission of monthly fiscal reports to COUNTY;
- 4.3.1.3 Disbursement of funds to subcontractors (if applicable);
- 4.3.1.4 Monitoring of subcontractors (if applicable) and implementation of corrective action as necessary; compliance with applicable fiscal monitoring and audit requirements.

4.4 REPORTING TASKS

4.4.1 CONTRACTOR shall make reports as may be required by the COUNTY concerning its activities as they affect the Contract duties and purposes contained herein.

4.4.2 CONTRACTOR shall complete a Monthly Management Report (MMR) (see Technical Exhibit 5.2). The MMR shall be submitted to the CCA with CONTRACTOR's monthly invoice (reference Section 7, Invoices and Payment) by the 15th calendar day of each succeeding month.

4.4.3 CONTRACTOR shall provide COUNTY, at the end of each fiscal year,

the number of unduplicated CalWORKs Participants for the entire fiscal year that: 1) were referred, 2) were enrolled SIPs, 3) exited the Program by completing the course and 4) exited the Program by being dropped from the course.

4.5 PERFORMANCE MEASURES

- 4.5.1 CONTRACTOR shall perform the services in this Statement of Work, including, but not limited to, Subsection 4.1 and 4.2 above, in a manner so as to ensure that 95 percent of CalWORKs Participants surveyed by COUNTY indicate that the services in 4.1 and 4.2 assisted them in completing their educational program (the course of study the CalWORKs Participant is enrolled in) at CONTRACTOR's site.
- 4.5.2 CONTRACTOR shall ensure that the services in Subsection 4.1 and 4.2 above result in the effective monthly tracking of attendance, progress and course/program completion for 100 percent of the CalWORKs Participants enrolled at CONTRACTOR's site.

5.0 TECHNICAL EXHIBIT

5.1 TECHNICAL EXHIBIT

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5.1.1 INTRODUCTION

This technical exhibit lists the required services which will be monitored by the COUNTY during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of this Contract and Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of Community College CalWORKs Program Services to CalWORKs Participants is of vital importance to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

5.1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Attachment I to Technical Exhibit 5.1, and:

- 5.1.2.1 Provides the Section or Subsection referenced (Column 1 of chart).
- 5.1.2.2 Defines the Standard of performance for each required service (Column 3 of chart).
- 5.1.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses a fiscal deduction (Column 4 of chart).
- 5.1.2.4 Indicates fiscal deductions to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart).

5.1.3 QUALITY ASSURANCE

- 5.1.3.1 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. CONTRACTOR'S performance will be compared to this Contract's Standards and AQL's using the COUNTY's Contract Monitoring Plan. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract (refer to Section 10.0, Subsection 10.38, Liquidated Damages herein above, and Attachment I to Technical Exhibit 5.1, Performance Requirements Summary, hereunder).
- 5.1.3.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (see Attachment II to Technical Exhibit 5.1, hereunder), is issued and at the discretion of the CCA, a meeting shall be held within 10 business days, as mutually agreed, to discuss the problem.
- 5.1.3.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract

Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within 10 business days from the date of receipt of the signed action items. The Contract Managers written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final

5.1.3.4 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the Performance Evaluation Meeting

5.1.3.5 COUNTY may use a variety of inspection methods to evaluate CONTRACTOR's performance. The methods of monitoring that may be used include:

- Random sampling [for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
- 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
- Review of reports and files maintained by the CONTRACTOR.
- On-site evaluations and monitoring.
- Evaluation of complaints.
- CalWORKs Participants and end user surveys

5.1.4 CONTRACT DISCREPANCY REPORT (CDR)

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring do not exceed the number of discrepancies allowed by the AQL. The CCA will issue a formal Contract Discrepancy Report when the performance is unacceptable. Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to the CCA within 5 business days, acknowledging the reported discrepancies or presenting contrary evidence. The CDR will require the CONTRACTOR to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within 10 business days. The CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as Attachment II to Technical Exhibit 5.1.

5.1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

5.1.5.1 In monitoring the CONTRACTOR's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the standard, and conclusions are made about CONTRACTOR performance for the whole population

The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;
- b. *Lot Size* - the total number of units or services to be provided monthly;
- c. *Sample Size* - the number of units or services to be checked for a given time period; and
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

5.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by how often CONTRACTOR will provide a service during the month or the number of case

folders filed at CONTRACTOR's site. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

- 5.1.5.3 When services performed are determined to be unacceptable in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review even though fiscal penalties may be imposed.

5.1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

5.1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR's performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following nonperformance remedies:

- 5.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 5.1.7.2 Reduce payment to CONTRACTOR by a computed amount based on the deduction(s) in the Performance Requirements Summary Chart.
- 5.1.7.3 Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 5.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as

determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

This Section does not preclude COUNTY's right to terminate the Contract upon 30 days written notice with or without cause, as provided for in Section 10.0 of this Contract, Subsection 10.56, Termination for Convenience of County, herein above.

**ATTACHMENT 1 to Technical
Exhibit 5.1**

PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGE CalWORKs PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<u>Attachment A</u> , <u>Statement of Work (SOW)</u> , Section 1.4 - <u>Quality Control Plan (QCP)</u> .	CONTRACTOR provides QCP and any subsequent revisions upon CCA request.	QC Plan received by CCA on Contract start date.	0.0%	Review of plan and revised plans.	\$50.00 per day late and/or any of the remedies indicated in the SOW, Section 5.1 Technical Exhibits., subsection 5.1.7
	CONTRACTOR maintains QC review records and provides upon CCA request.	Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0.0%	Periodic review of records.	\$50.00-per item deficient and/or \$50.00-per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Contract, Section 10, 8 and 10 12, Complies with all laws such as Child/Adult Abuse Reporting Responsibilities and EEO & Nondiscrimination Notices.	Instances of abuse reported. Notices posted.	Instances of abuse reported timely. On site review indicates compliance such as notices posted in CONTRACTOR facilities and easily accessible to employees. CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures required to perform the duties of this Contract. CONTRACTOR shall maintain all licenses required to perform the Contract.	0.0% 0.0%	Review of records. User complaint and/or on-site investigation On site monitoring Periodic review of records.	\$50.00-per incident \$100.00 per incident \$100.00 per incident

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<u>Attachment A, SOW, Section 1.3 - Key CONTRACTOR Personnel.</u>	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0.0%	Notification by U.S. mail, e-mail, or telephone.	\$50.00 per day for late notification and/or any of the remedies indicated in the SOW, Section 5.1 Technical Exhibits., subsection 5.1.7
<u>Contract, Section 10.20, Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer CalWORKs Participants.	0.0%	Periodic review of records.	\$50.00 for each failure to comply with CCA requests.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Contract, Section 10.17, Confidentiality.	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of Agreement in CONTRACTOR files. CONTRACTOR maintains confidentiality in accordance with all applicable laws, regulations, rules, policies, etc.	0.0%	Periodic review of records	\$100.00 per incident.
		CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. CONTRACTOR, its employees and non-employees performing services covered by this Contract shall sign and adhere to the provisions of the <i>Contractor Employee Acknowledgement and Confidentiality Agreement</i> (see Attachment D).	0.0%	Periodic review of records.	\$50.00 per incident

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Contract, Section 7.0 and Attachment A, SOW, Section 4.4.2 and Section 4.4.3</u></p> <p>Prepare and send Monthly Invoices, Quarterly Reconciliation invoices, Monthly Management Reports (MMR), Monthly Attendance Report and any requested ad hoc report.</p>	Timely Invoices and Reports submitted.	<p>Accurate Monthly Invoice and MMR received by the 15th calendar day following the report month.</p> <p>Accurate Quarterly Reconciliation Invoice received by the 30th calendar day following the end of the quarter.</p> <p>Ad Hoc reports received by the request date.</p>	5 days after the due date	Review of Invoices and reports.	\$50.00 after the 5 th day late, however, \$100.00 after the 10 th day late and/or any of the remedies indicated in the SOW, Section 5.1 Technical Exhibits., subsection 5.1.7

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Attachment A, SOW, Section 4.1 Development Activities.	Recruit and maintain sufficient staff for ongoing services.	Maintain sufficient staff coverage in all contracted community college sites so that there is no backlog in the delivery of services.	0.0%	Participant complaints and review of MMR.	\$100.00 for each instance.
	Ensure that staff receives all necessary training.	100% of staff attends required training.	3.0%	Review of training logs.	\$100.00 for each percentage point above the AQL and/or any of the remedies indicated in the SOW, Section 5.1 Technical Exhibits., subsection 5.1.7

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract Section 10.10 and 10.14, Attachment A, SOW, Section 3.5 – Complaints, Compliance with Civil Rights Laws and Civil Rights Complaints Procedures</p>	<p>CONTRACTOR shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints.</p> <p>CONTRACTOR must provide assistance to the CalWORKs Participant with completion of the PA 607 (Complaint of Discriminatory Treatment) form, maintain a log of civil rights complaints, forward all PA 607s within 2 days to CCA and not attempt to investigate Civil Rights complaints.</p> <p>CONTRACTOR shall comply with all Civil Rights Laws as specified in Section 10.14 of the Contract.</p>	<p>Submit within 15 business days after Contract effective date policy on complaints.</p> <p>Provide updates to plans on a timely basis.</p> <p>Notify CCA of status on investigations within 5 days of receiving complaints.</p> <p>Provide CCA copies of all responses to complaints within 3 business days.</p> <p>CONTRACTOR shall ensure that all CONTRACTOR's staff attend the Civil Rights training, identify CalWORKs Participants designated language, ensure notices are sent in the designated language and ensure all complaints are listed on the internal complaint log.</p>	<p>0.0%</p> <p>0.0%</p> <p>0.0%</p>	<p>Periodic review of records.</p> <p>Periodic review of records.</p> <p>Periodic review of records</p>	<p>\$100.00-for each substantiated complaint.</p> <p>\$100.00 per incident</p> <p>\$100.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Attachment A, SOW, Sections 4.2.1 – 4.2.11 Direct Service Requirements - Service Provisions.	CONTRACTOR shall provide services, including any necessary assessment, case file management and timely reporting to case managers.	CONTRACTOR shall establish and execute an efficient intake procedure, assess/evaluate existing vocational information to ensure that appropriate instructional services are not duplicated, create acceptable file folders for each CalWORKs Participant and report on a timely basis to the COUNTY failures to attend appointments.	5.0%	Site visits and review of randomly selected CalWORKs Participant cases.	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.1 Technical Exhibits., subsection 5.1.7
Attachment A, Section 4.2.12 - Program Requirements.	CONTRACTOR shall ensure their CC CalWORKs Program includes all required program elements.	CONTRACTOR policies shall include, at minimum, the necessary elements included in the referenced section.	0.0 %	Review of MMR and Program handbook/ written policies.	\$100.00 for each failure to include necessary elements.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Attachment A, Section 4.5 - Performance Measures	CONTRACTOR shall provide services that impact the measurable outcomes	CONTRACTOR shall ensure that services in Section 4.1 and 4.2 result in 1) 95% of CalWORKs Participants surveyed by COUNTY indicate that services received assisted them in completing their education program and 2) the effective monthly tracking of attendance, progress and course/program completion for 100% of the CalWORKs Participants enrolled at CONTRACTOR's site	0.0%	Review of MMR and invoice, site visit and CalWORKs Participants' files.	\$100.00 for each measure not met.

ATTACHMENT II to Technical Exhibit 5.1

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

TECHNICAL EXHIBIT 5.2
COMMUNITY COLLEGE CALWORKS PROGRAM
MONTHLY MANAGEMENT REPORT

Report Month: _____
 Community College Name: _____
 Address: _____
 City, State & Zip Code: _____

Contact Person: _____
 Phone Number: _____

- 1) Total Number of Los Angeles County referred CalWORKs Participants¹ served in the office during this report month: _____
 (Number may include duplicated counts and services may include but are not limited to: transportation, childcare, ancillaries, Monthly Attendance Report Form)
- 2) Total Number of Unduplicated Los Angeles County referred CalWORKs Participants¹ enrolled through to the last day of this report month: _____
- 3) Total Number of Satisfactory Progress Reports completed: _____
- 4) Total Number of Unsatisfactory Progress Reports completed: _____

I. LIST OF NEW LOS ANGELES COUNTY CalWORKs PARTICIPANTS REFERRED¹ IN THIS REPORT MONTH:

	CalWORKs Participant Name	Case Number	(check one only) ✓				Course of Study	Total Hours per Week ²	Intake Appointment Date	Class Start Date ³	Expected Program End Date
			SIP	VOC	PES	PTL					
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											

1. CalWORKs Participant referred by a GAIN Services Worker (GSW) or Refugee Employment Program Case Manager (RCM) with a GN 6005/6006.
2. Only enter total hours per week for all approved GAIN activities at the college that the participant is engaged in including on-campus/off-campus Work Study.
3. Class start-date within current or upcoming semester.

Total Number of new Los Angeles County CalWORKs Participants referred in this report month: _____

II. LIST OF LOS ANGELES COUNTY REFERRED CalWORKs PARTICIPANTS WHO EXITED THIS REPORT MONTH:

	CalWORKs Participant Name	Case Number	(check one only) ✓				Course of Study	Start Date	End Date ⁴	Completion ⁵	
			SIP	VOC	PES	PTL				Yes	No
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

- 4 The date the College is notified by GSW/RCM that participant has exited or when College finds out participant has exited, whichever occurs first.
 5. Completion of component(s) on the GN 6006/6005.

Total Number of Los Angeles County Referred CalWORKs Participants exited this report month: _____

III. RECOMMENDATIONS, SUGGESTIONS, OR COMMENTS FOR IMPROVING SERVICES/PROCESSES:

PAGE SAVE FOR BUDGET SUMMARY

CONTACT PERSON: _____
TELEPHONE NUMBER: _____

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY SALARY/ HOURLY RATE	% ALLOCATED/ HOURS PR WEEK	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Total Salaries:					\$0.00	\$0.00

[illegible]

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Page Save for Line Item Budget

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, Outsourced Vendors and independent CONTRACTORS (CONTRACTOR's Staff) that will provide services in the above referenced agreement are CONTRACTOR's sole responsibility. CONTRACTOR understands and agrees that CONTRACTOR's Staff must rely exclusively upon CONTRACTOR for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's Staff's performance of work under the above-referenced contract.

CONTRACTOR understands and agrees that CONTRACTOR's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that CONTRACTOR's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. CONTRACTOR understands and agrees that CONTRACTOR's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and CONTRACTOR's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, CONTRACTOR and CONTRACTOR's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, CONTRACTOR and CONTRACTOR's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and CONTRACTOR's Staff understand that if they are involved in County work, the County must ensure that CONTRACTOR and CONTRACTOR's Staff, will protect the confidentiality of such data and information. Consequently, CONTRACTOR must sign this Confidentiality Agreement as a condition of work to be provided by CONTRACTOR's Staff for the County.

CONTRACTOR and CONTRACTOR's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

CONTRACTOR and CONTRACTOR's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and CONTRACTOR's Staff under the above-referenced contract. CONTRACTOR and CONTRACTOR's Staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or County employees who have a need to know the information. CONTRACTOR and CONTRACTOR's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, CONTRACTOR and CONTRACTOR's Staff shall keep such information confidential.

CONTRACTOR and CONTRACTOR's Staff agree to report any and all violations of this agreement by CONTRACTOR and CONTRACTOR's Staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's Staff become aware.

CONTRACTOR and CONTRACTOR's Staff acknowledge that violation of this agreement may subject CONTRACTOR and CONTRACTOR's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____
 PRINTED NAME: _____
 POSITION: _____

DATE: ____/____/____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR's proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____
 PRINTED NAME: _____
 POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____
 PRINTED NAME: _____
 POSITION: _____

CONTRACTOR'S EEO CERTIFICATION

 CONTRACTOR's Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the CONTRACTOR, supplier or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATION

- | | |
|---|--------------|
| | (circle one) |
| 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | Yes No |
| 2. The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force. | Yes No |
| 3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | Yes No |
| 4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals and timetables. | Yes No |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

BIDDER'S/OFFEROR'S NON-DISCRIMINATION IN-SERVICE STATEMENT

 Proposer's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the CONTRACTOR, supplier or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- | | |
|--|--------------|
| | (circle one) |
| 1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The proposer periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | Yes No |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

Telephone Number: _____ Vendor Taxpayer ID #: _____

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**Community College CalWORKs Program
QUARTERLY RECONCILIATION REPORT
FOR QUARTER ENDING _____**

<u>JOB CLASSIFICATION</u>	<u>SALARIES</u>	<u>FRINGE BENEFITS</u>	<u>QTR COSTS</u>	<u>YTD COSTS</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

Total Salaries and Fringe Benefits:

\$ _____ \$ _____ \$ _____ \$ _____

OTHER EXPENDITURES:

<u>LINE ITEM</u>	<u>QUARTER COSTS</u>	<u>YEAR-TO-DATE COSTS</u>
General & Site Supplies/Equipment	\$ _____	\$ _____
In service Training	\$ _____	\$ _____
Transportation: Mileage Reimbursement	\$ _____	\$ _____
Evaluation	\$ _____	\$ _____
Subcontracts	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total Other Expenditures:	\$ _____	\$ _____
TOTAL QUARTER EXPENDITURES:	\$ _____	\$ _____

OTHER FISCAL ACTIVITIES

Explain other changes, e.g., personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), reallocation of line item expenditures, etc.:



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

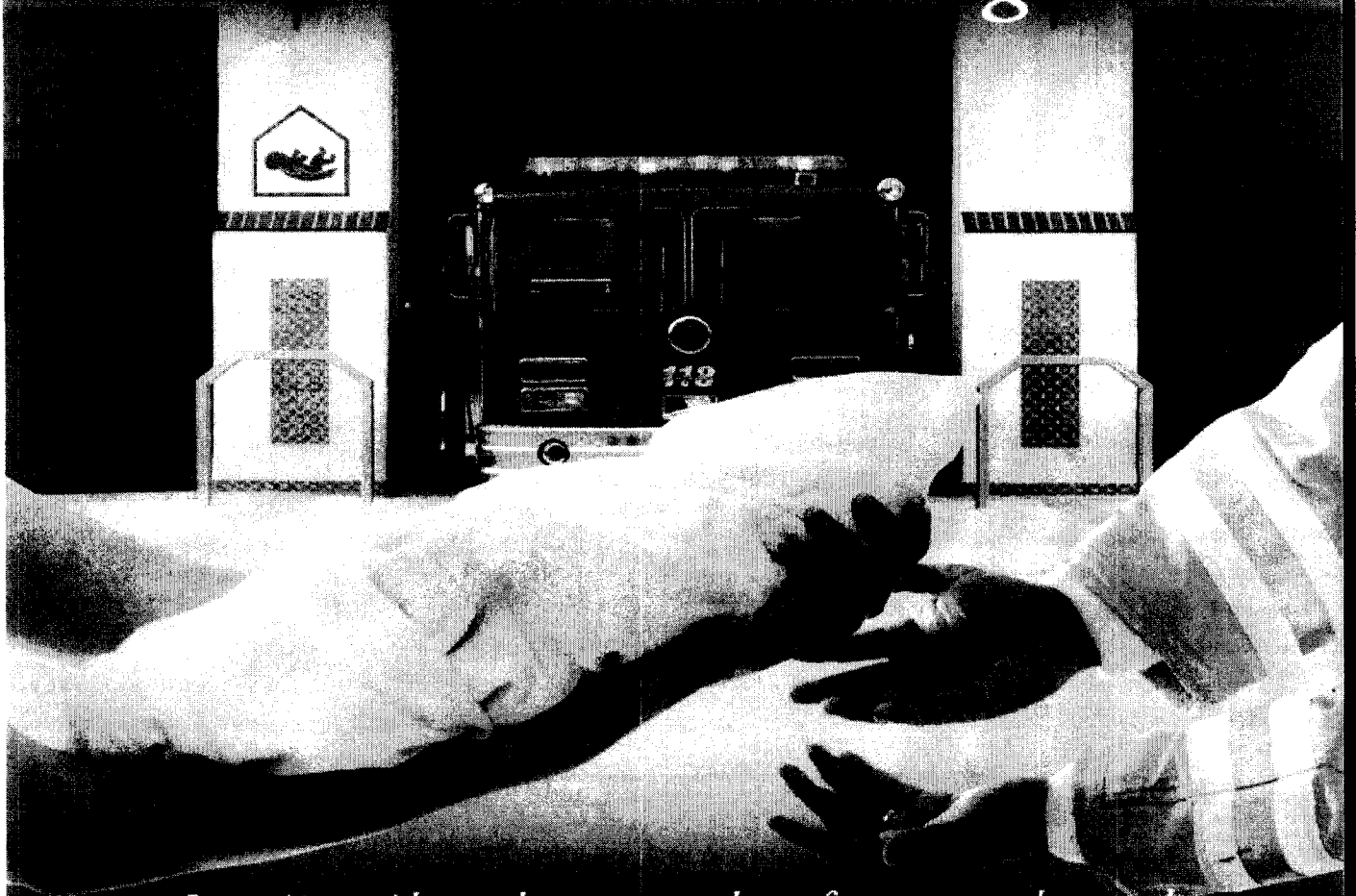
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org



El Condado de Los Angeles 1-877-840-5400 • 1-877-422-6862
www.bebes7in.org

Ley de Entrega de Bebés

sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé? No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

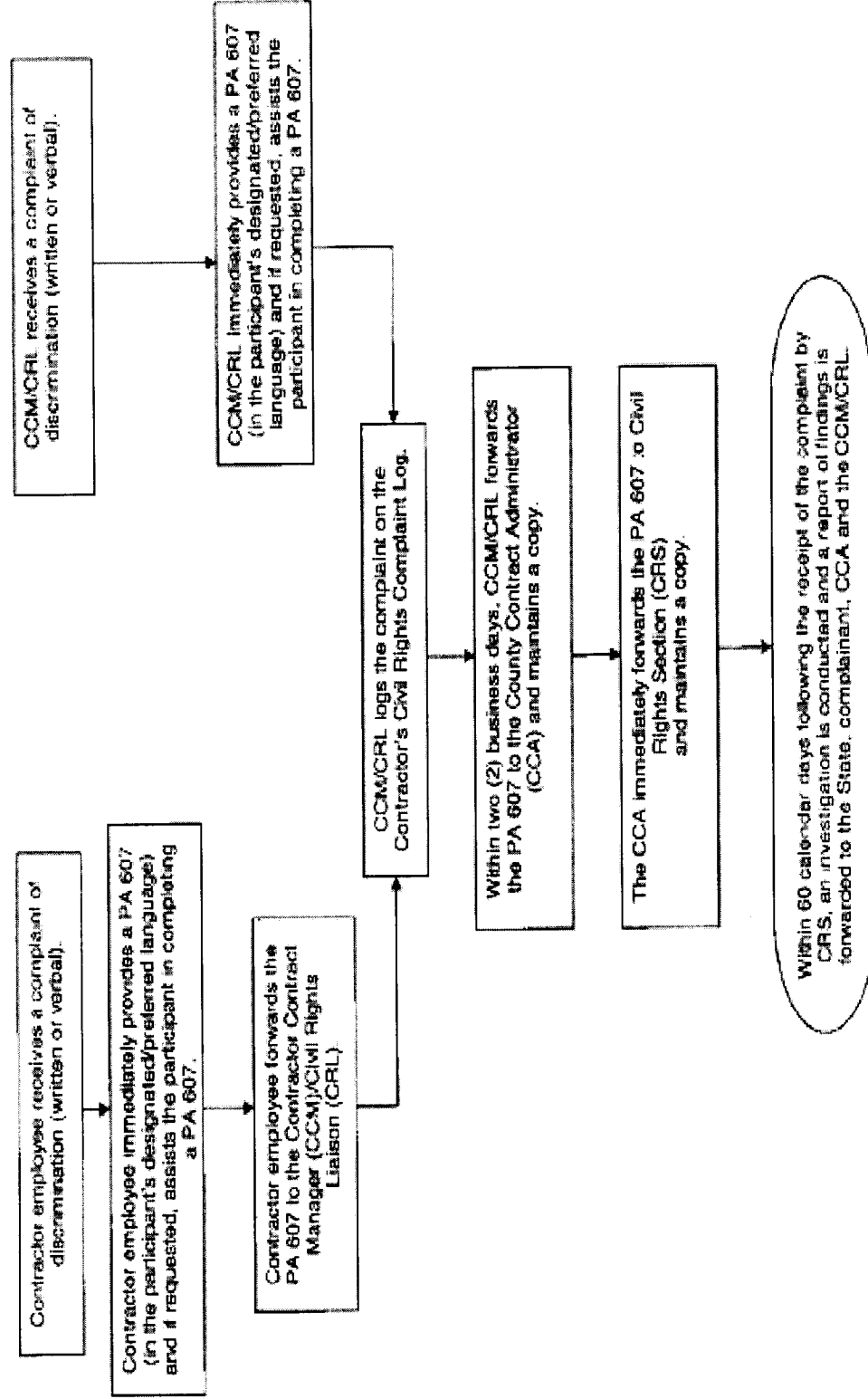
Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment and
(Please print your name) request that an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|-------------------------------------|
| <input type="checkbox"/> RACE | <input type="checkbox"/> RELIGION | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> SEX | <input type="checkbox"/> AGE |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |

DATE OF OCCURENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA - 607 (REVISED 7/01)

REQUIRED FORMS
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
--	-----	-----

Signature

Date

Name and Title (please type or print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code §12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit ____).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

ATTACHMENT M
Front Side

COUNTY OF LOS ANGELES
Monthly Attendance Report Form

DEPARTMENT OF PUBLIC SOCIAL SERVICES
Report for the Month of _____ 20____

Participant Address: _____

GAIN/REP Office Address: _____

Participant Name: _____

Case Number: _____

Date: _____

In order to make sure that we provide you with transportation and other services we need you to record your monthly attendance in each of your Welfare-to-Work Activities. In the boxes below, tell us about your Welfare-to-Work Activities listed below for the month of _____ Year _____. Please give this form to your service provider listed so they can verify your hours. Return this form to your GAIN/REP worker on or before _____. Failure to provide this form by the due date may affect your eligibility to receive transportation and other services. If you have any questions, please contact your GAIN Services Worker/REP Worker.

GSW/RCM Name: _____

File Number: _____

GSW/RCM Phone: _____

Fax: _____

Please record hours of attendance and excused absences. If absent please write reason for absence and attach verification

Activity: _____

Scheduled Hours:

Provider: _____

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* College: verify enrollment only

Provider Stamp: _____

Contact Name: _____ Title: _____

Phone: _____ Signature: _____ Date: _____

☐ I still need ☐ transportation ☐ child care and/or ☐ other services

☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend

Activity: _____

Scheduled Hours:

Provider: _____

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* College: verify enrollment only

Provider Stamp: _____

Contact Name: _____ Title: _____

Phone: _____ Signature: _____ Date: _____

☐ I still need ☐ transportation ☐ child care and/or ☐ other services

☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend

I hereby certify the information listed above is true and correct. In addition, I authorize the release of information to DPSS State/Federal agencies for purposes of auditing, monitoring and verifying information.

Participant Signature: _____ Date: _____

GN 6365 (2-99)

THIS FORM IS REQUIRED EACH MONTH TO VERIFY YOUR PARTICIPATION

INSTRUCTIONS – PARTICIPANT

1. Please document daily attendance in your education/training activity by completing the following:
(See example below). Do not report employment information on the form.

Activity: Vocational Training (Clerical Program)															Scheduled Hours: 32	
Provider: Valley College																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours	H	6			6	6		6	6			6	6	6	6	8
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours			H	6	6	6	8			8	6	6	6	6		122

* Colleges: verify enrollment only

Contact Name: Jane Doe Title: CalWORKs Coordinator

Phone: (888) 691-8822 Signature: Jane Doe Date: 1/31/09

☐ I still need ☐ transportation ☐ child care and/or ☐ other services

☐ I am requesting to begin receiving ☐ transportation ☐ child care and/or ☐ other services

Absence Reporting

Date(s)	Hour(s) absent	Reason(s) you did not Attend
1/7/09	6	Child was sick
1/1/09 & 1/19/09	12	School Holiday

- Days of the Month - document actual hours attended per day
- Absence Reporting- if absent document date(s) and reason(s) you did not attend.
 - Below are reasons for excused absences:

Excused Absences
Absences approved by your activity provider
Holidays observed by the school administrators/provider
Medical appointments for you or children
Appointment with Eligibility or GAIN Services Worker
No child care
Transportation problems
School appointments
Job interviews
Illness for you or children
Family issues such as death in family, domestic violence...

- Verification of absences must be attached to the Monthly Attendance Report form, GN 6365.
 - Verification can include doctor statement, provider statement or personal note signed by participant explaining reason for absence.
 - Total – add the hours for the entire month
2. Once you have filled in your hours, sign and date the form, submit form to the CalWORKs Office in your school or training provider for signature.
 3. Return completed form to your GAIN Services Worker by the due date indicated on the front of the form.

INSTRUCTIONS – SERVICE PROVIDER

- Please review form with participant and sign, print name, title, phone number, date, and use agency stamp.
- Once completed, the form may be faxed to the GAIN Services Worker listed in the front of the form, or given to participant to forward to GAIN Services Worker.

GN 6365 Back (2/09)

CONTRACTOR EMPLOYEE JURY ORDINANCE

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 CONTRACTOR Jury Service Policy.

A CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee's deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a CONTRACTOR shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a CONTRACTOR's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any CONTRACTOR or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any CONTRACTOR that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)